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CERTIFICATE OF LIMITED PARTNERSHIP  
DAYSTAR, LTD.

The undersigned, desirous of forming a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Idaho, hereby certify:

1. The name of the partnership is Daystar, Ltd. The address is Idaho First Plaza, Suite 1501, 101 South Capitol Blvd., Boise, Idaho 83702.

2. The partnership intends to purchase and hold for investment a profit participation in a communications satellite venture.

3. The registered agents for service of process in Idaho are Ronald S. Hall and Larry D. Knapp, C/O Trinity Investments International, Idaho First Plaza, Suite 1501, 101 South Capitol Blvd., Boise, Idaho 83702.

4. The name and business address of each partner is set forth on the attached Exhibit "A".

5. The amount of cash and a description and statement of the agreed value of the other property, labor or services by each partner is set forth on Exhibit "A".

6. The partners have not agreed to make any additional contributions to the partnership, except that the general partners have agreed to finance additional capital as may be required.

7. A limited partner does not have the right to substitute an assignee as contributor in his place except upon the consent of the general partners, and then only upon such conditions as the general partners shall determine.

8. There is no agreement under which any partner may terminate his membership in the limited partnership.

9. No partner has the right to receive distributions of property. Each partner has the right to receive cash distributions as determined by his respective ownership interest in the partnership provided, however, that all of the distributions shall go to the limited partners in

1984, 1985 and 1986 until for each such year an amount equal to 1/3 of each limited partner's original investment is returned.

10. The general partners may, in their sole discretion, make, and limited partners may receive when made, pro rata distributions to partners which include a return of all or any part of such partner's contribution.

11. The term of the partnership shall expire and the partnership be dissolved and its affairs be wound up six years from the effective commencement of the satellite services contemplated under the venture. Furthermore, the existence of the partnership shall terminate upon the occurrence of any of the following events:

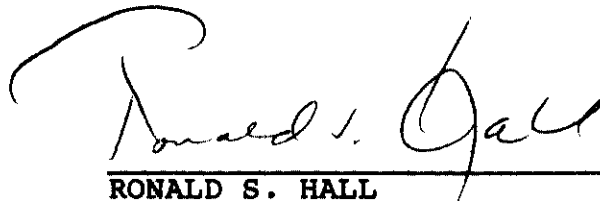
a. The voluntary or involuntary dissolution, bankruptcy or liquidation of the last of the general partners; and

b. The general partners' written election to dissolve and wind up the affairs of the partnership together with an approval vote of 50% of the ownership interests of the partnership.

12. The death, incapacity, withdrawal or retirement of a general partner shall not terminate the partnership, and the remaining general partner shall continue the partnership business and affairs.

IN WITNESS WHEREOF, The undersigned have executed this certificate this 21st day of June, 1982.

GENERAL PARTNERS:

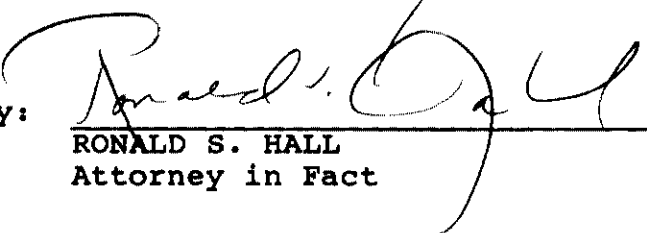
  
RONALD S. HALL

  
LARRY D. KNAPP

LIMITED PARTNERS:

REILLYS CHURCH SUPPLY, INC.

By:

  
RONALD S. HALL  
Attorney in Fact

STATE OF IDAHO )

County of Ada )

) ss

Subscribed and sworn to before me, a Notary Public in  
and for the State of Idaho this 21st day of June, 1982.


  
Notary Public  
Residing at Boise, Idaho

EXHIBIT "A"

Schedule of Partners

Name and Address	Cash or Property	Percentage Ownership
<u>General Partners</u>		
Ronald S. Hall Idaho First Plaza Suite 1501 101 So. Capitol Blvd. Boise, Idaho 83702	Contract Right to Receive 25% Profits from 1/3 Ownership of Joint Venture Valued at <u>\$600,000.00</u>	49.5%
Larry D. Knapp Idaho First Plaza Suite 1501 101 So. Capitol Blvd. Boise, Idaho 83702	Contract Right to Receive 25% Profits from 1/3 Ownership of Joint Venture Valued at <u>\$600,000.00</u>	49.5%
<u>Limited Partners</u>		
Reillys Church Supply, Inc. <u>1021 Main Street</u> <u>Boise, Idaho 83702</u>	\$26,500	1.0%